

ADDENDUM D THERAPEUTIC FOSTER HOME SERVICES

This Addendum D dated _____, 200_, amends, modifies and supplements that certain Agreement for Purchase of Services ("Agreement") dated _____, 200_, between the Fairfax-Falls Church Community Policy and Management Team ("CPMT") or the Fairfax County Department of Family Services, as the case may be, both hereinafter referred to as the "Buyer" and _____, hereinafter referred to as the "Provider". Where there exists any inconsistency between the Agreement and this Addendum D, the provisions of Addendum D will control. This Addendum D reflects those services that the Provider agrees to make available to the Buyer. The services to be provided to each child/youth placed with the Provider will be in accordance with that child's/youth's Individualized Family Service Plan (IFSP), with a review of the document within thirty (30) days after the services are initiated. Terms not otherwise defined herein shall have the same meanings ascribed to them in the Agreement.

SERVICES PROVIDED

The Provider agrees to provide the services that are initialed as follows:

1. **ROOM & BOARD:** The Provider shall provide each child/youth with sufficient space, safe board, sanitary conditions, routine clothing, and living expenses. Special dietary needs shall be assessed and provided on an individual basis.

The rates for services will be paid for the first day services are provided to the placed child. The rates for services will not be paid for the day of discharge from the services of the Provider.

In the event the child leaves the facility without authorization, for more than seven (7) consecutive calendar days, the Provider must get written authorization from the Buyer's case manager to continue to bill for the placement. In any event, the Buyer will discontinue payment for room and board and other services as of the fourteenth (14th) day of the unauthorized absence.

If a child in a therapeutic foster home is authorized for a service in an acute care setting, the bed in the therapeutic foster home will be held for the child for no more than fourteen (14) days with approval of the Buyer's case manager. Longer holds will be negotiated on a case by case basis, and must be authorized by the FAPT.

2. **THERAPEUTIC FOSTER PARENTS:** Services provided by the Provider's specially trained foster parents (TFP) to meet the special needs of the foster children placed in the TFP's home include but are not limited to assistance in the development of treatment plans for each special needs foster child/youth, implementation of the treatment plans under the supervision of the Provider's staff, and routine transportation. Routine transportation includes to and from community activities, school, recreation/leisure time activities, and therapy

Non-routine transportation mileage may be paid to the foster parent at the rate on the attached rate sheet. Non-routine transportation for the TFP includes FAPT and CST meetings, Court hearings, birth parent/child visitation, and extraordinary distances, such as moving a foster child to college and transporting a child to therapy appointments beyond a ten-mile one-way distance.

If the special needs foster child/youth placed with the TFP is eligible for Medicaid services, the TFP may become a Medicaid registered driver, and shall bill Medicaid for transportation to Medicaid services.

The actual amount of special payments to foster parents must be relayed to the CSA Payments Processing staff on a monthly basis. The Provider must also be able to produce cancelled checks within 4 weeks of the request if needed as part of a federal or state review of foster care payments.

- ___3. **PROVIDER MEDICAID SERVICES:** The CPMT requires all providers whose services meet the Virginia Medicaid standards for Treatment Foster Care (TFC) as outlined in the DMAS Psychiatric Services Manual to enroll as a Medicaid Treatment Foster Care provider. Medicaid application information is available through:

First Health Services - PEU PO Box 26803 Richmond, VA 23261-6803

Phone: 1-888-829-5373 (in state toll-free) 1-804-270-5105

Fax: 1-804-270-7027

<http://www.dmas.state.va.us/search.asp?UserId=2&type=8>

If a Medicaid TFC provider, the Provider shall provide the Buyer with its Medicaid number. The Provider shall be responsible for:

- A. Completing and forwarding the Medicaid pre-authorization materials, including the Initial Review form, for each Medicaid eligible child/youth to the DMAS contractor within 10 days of placement or receipt of pre-authorization materials from the Buyer.
- B. Notifying the Buyer when a child is approved or denied for Medicaid. Such notice is required by fax at (703) 803-7128 within two business days after the Provider receives notice that the child is approved or denied.
- C. Completing and sending the continued stay review forms to the DMAS contractor, upon receipt of all required documents from the Buyer, 30 days prior to the expiration of the authorization period.
- D. Preparing and implementing DMAS billing attaching the Buyer's Reimbursement Rate Certification form to the billing (HCFA 1500) form on the monthly claim.
- E. When possible, billing DMAS for other Medicaid eligible services, e.g. therapy.
- F. Invoicing the Buyer for the non-Medicaid eligible services in accordance with Section 20 of the Agreement for Purchase of Services.
- G. Notifying the Buyer by FAX at (703) 803-7128 when the child/youth no longer meets the Medicaid reimbursement criteria and DMAS no longer authorizes payment for the child. Such notice is required within two business days after the Provider receives notice from DMAS that it will no longer make payment.
- H. Following all Medicaid regulations applicable to Treatment Foster Care services as outlined in the DMAS Psychiatric Services Manual.

The Provider is responsible for submitting all Medicaid preauthorization documentation and continuing stay documentation within the time frames required by Medicaid. If a Provider fails to submit this information in a timely manner, in order to receive Medicaid TFC reimbursement, the Provider is financially responsible and shall not be eligible for reimbursement from the Buyer. Providers should contact the MedicaidAnalyst with the Federal Reimbursement Unit at (703) 324-7120 to request the above information.

The Buyer shall provide the Medicaid number of the child/youth referred, if applicable. When referring a child/youth for Medicaid treatment foster care the Buyer's responsibilities are to:

- A. Include a certificate by the FAPT, and a FAPT Assessment as part of the pre-authorization process indicating that Treatment Foster Care case management is medically necessary. Continue to provide the FAPT Assessment in a timely manner to enable the Provider to submit "Continued Stay Review" forms to the DMAS contractor prior to the expiration of the authorization period.
- B. Provide a complete copy of DSM-IV diagnosis.
- C. Complete the score sheets from the most recent PECFAS/CAFAS (both the Youth Functioning Profile and the Caregiver Functioning Profile) and submit to the Provider as part of the pre-authorization process. The PECFAS/CAFAS shall be completed within ninety (90) days prior to placement and every 3 months thereafter and shall be submitted to the Provider in a timely fashion to enable the Provider to submit "Continued Stay Review" forms to the DMAS contractor prior to the expiration of the authorization period.

D. Provide a signed rate certification form for each child eligible for Medicaid reimbursement.

The Buyer is responsible for providing the FAPT assessment, certificate by the FAPT, complete copy of the DSM-IV diagnosis, and completed PECFAS/CAFAS in a timely manner to assist the Provider with submission of documentation within the time frames required by Medicaid. Providers should contact the Medicaid Analyst with the County's Federal Reimbursement Unit at (703) 324-7120 to request the above information.

- ___4. MULTI CULTURAL SERVICES:** Any service or program available to the child/youth and/or their families in their native language and/or any service or program developed using the knowledge of the cultural heritage of the client.
- ___5. INDIVIDUAL COUNSELING:** Individual counseling will be provided to the child/youth by a licensed clinician or individual supervised by a licensed clinician. The Buyer encourages the Provider to utilize counselors who are eligible to receive Medicaid payments. If the counselor is not Medicaid eligible, the rate for such counseling will be in accordance with the credentials and experience of the counselor.
- ___6. GROUP COUNSELING:** Group counseling will be provided to the child/youth by a licensed clinician trained in group dynamics or by an individual supervised by a licensed clinician trained in group dynamics. The Buyer encourages the Provider to utilize counselors who are eligible to receive Medicaid payments. If the counselor is not Medicaid eligible, the rate for such counseling will be in accordance with the credentials and experience of the counselor.
- ___7. FAMILY COUNSELING:** Family counseling will be provided to the child/youth and/or the child's/youth's family to intervene with the family dysfunction; to facilitate healing in the family system; to enable the return of the child home; or to support the work towards the child's permanent placement if return home is not feasible. It will be provided by an individual licensed to do family counseling. The Buyer encourages the Provider to utilize counselors who are eligible to receive Medicaid payments. If the counselor is not Medicaid eligible, the rate for such counseling will be in accordance with the credentials and experience of the counselor.

The Provider will communicate with the child's/youth's family to enable a successful return home of the placed child/youth, if applicable.

- 8. INDEPENDENT LIVING SKILLS TRAINING:** The Provider's staff assesses, plans and provides training to youth ages 16 and older to transition into adulthood and to enable the youth to function independently. The Independent Living Skills Training services are direct activities toward specific goals. The services may include life skills counseling; career or vocational counseling; employment services; and education support, among others. Life skills include but are not limited to budgeting, keeping a checkbook, time management, focus on health issues, acquiring household management skills, comparison shopping, and managing anger.
- ___9. RESPITE CARE:** Respite care is provided by the Provider within the Provider's system for the children placed with it. The Provider's case manager shall apprise the Buyer's case manager of any planned movement of the child from the therapeutic foster home to the respite care giver.
- ___10. SHORT TERM RESPITE CARE:** Respite care may be available on a short term basis, up to twenty-nine (29) days, for children/youth to prevent long term foster care or to prevent residential care.
- ___11. APPEARANCES:** It is understood that in the course of the provision of services the Provider's staff may be called upon by the Buyer's case manager to appear for court hearings, CST and FAPT meetings. Information to be provided at such hearings or meetings may include assessments, evaluations, recommended services, the services provided, and the progress resulting from the service interventions. The Buyer will make every attempt to notify the Provider well in advance of the Provider's requirement to appear at the court hearings and meetings. When possible, subpoenas will be provided.

- __12. **REPORTING REQUIREMENTS:** The Provider will provide written quarterly reports for each child that address services provided, progress made and any other requirements that may be requested by the case manager in accordance with the State licensing and/or Virginia Medicaid TFC requirements.
- __13. **COMMUNICATION:** The case manager of the Buyer shall return telephone calls from the Provider within 48 hours. If a return call is not made within 48 hours the Provider may telephone the supervisor of the case manager or the duty worker in the unit of the case manager.

IN WITNESS THEREOF the parties have caused this Addendum D to be executed by officials hereunto duly authorized.

Authorized Representative of Provider

M. Gail Ledford

Title

CSA Program Manager

Date

Date